

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Site Access Agreement for Fire Rescue High-Rise Training

DEPARTMENT: Public Safety

DIVISION: EMS Fire Rescue

AUTHORIZED BY: Tad Stone

CONTACT: Leeanna Raw

EXT: 5188

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the agreement between Skanska, USA Building, Inc. /The Super Channel and the Seminole County EMS/Fire/Rescue Division, for use of the building located at 123 E. Central Parkway, Altamonte Springs, FL, for the purpose of training in fire and rescue operations on high-rise facilities.

District 4 Carlton D. Henley

Leeanna Raw

BACKGROUND:

There is a need for our firefighting personnel to practice high-rise firefighting techniques, and familiarize themselves with specific safety hazards and rescue methods applicable to a particular structure. This is best accomplished by using actual facilities that EMS/Fire/Rescue may be called to, should a fire need to be extinguished or a rescue need to be accomplished. Skanska/Superchannel has agreed to allow us to do this in/on their building.

The agreement to be executed has already been reviewed by Risk Management and agreed upon by both the County and Skanska/Superchannel legal departments.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the agreement between Skanska, USA Building, Inc./The Super Channel and the Seminole County EMS/Fire/Rescue Division, for use of the building located at 123 E. Central Parkway, Altamonte Springs, FL, for the purpose of training in fire and rescue operations on high-rise facilities.

ATTACHMENTS:

1. Agreement
2. Risk Mgmt Approval

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

SITE ACCESS AGREEMENT
FOR
FIRE/RESCUE HIGH-RISE TRAINING

This Site Access Agreement (hereinafter the "Agreement" is made and entered into this _____ day of _____ 2007, by and between SKANSKA, USA BUILDING, INC./THE SUPER CHANNEL, on behalf of itself and its wholly owned affiliates and subsidiaries (hereinafter "SKANSKA/ SUPERCHANNEL" and SEMINOLE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY"). For purposes of this Agreement, SKANSKA, USA BUILDING, INC./THE SUPER CHANNEL shall be deemed to be SKANSKA/SUPERCHANNEL or any of its subsidiaries or affiliates

W I T N E S S E T H

WHEREAS, SKANSKA/SUPERCHANNEL owns a high-rise building located at 123 E. Central Parkway, Altamonte Springs, Florida 32701, and;

WHEREAS, COUNTY desires to utilize SKANSKA/SUPERCHANNEL's high-rise facility and surrounding land located at 123 E. Central Parkway, Altamonte Springs, Florida 32701 (hereinafter the "Property") to train its hired and/or volunteer fire and/or rescue workers (hereinafter the "Personnel") in the details of fire and rescue operations on high-rise facilities; and

WHEREAS, SKANSKA/SUPERCHANNEL is willing to grant permission to COUNTY and its Personnel to enter onto the Property to conduct such training under the terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, SKANSKA/SUPERCHANNEL and COUNTY agree as follows:

SECTION 1. SKANSKA/SUPERCHANNEL grants to COUNTY and its Personnel a temporary right of entry and license to enter and conduct training upon the Property. All Personnel must be either paid or volunteer fire and/or rescue workers of COUNTY

SECTION 2. COUNTY shall comply with all local, state, and federal laws and ordinances as may be applicable to COUNTY and reasonable rules and regulations established from time to time by SKANSKA/SUPERCHANNEL, and shall exercise due care in the performance of all activities on the Property. COUNTY will be responsible for any damage to any aboveground or underground structures on the Property resulting from its activities or the activities of its Personnel.

SECTION 3. COUNTY shall give SKANSKA/SUPERCHANNEL fourteen (14) business days notice in writing prior to entering upon the Property to perform the training. As part of its written notice, COUNTY shall identify all Personnel who will participate in training. COUNTY may only bring onto the Property those Personnel who have been approved by SKANSKA/SUPERCHANNEL, which approval shall not be unreasonably withheld

SECTION 4. COUNTY shall restore the Property to the condition existing immediately prior to the commencement of training activities as authorized herein, casualty and damage from the elements excepted

SECTION 5. The rights granted to COUNTY under this Agreement shall terminate and be of no further effect upon the earliest to occur of: (i) expiration of a certificate of insurance issued in accordance

with the provisions below; or ii the date this Agreement is terminated by SKANSKA/SUPERCHANNEL, at its sole discretion. COUNTY acknowledges and agrees that this Agreement grants to COUNTY only a temporary license to enter and perform certain activities at or on the Property and vests no property interest in COUNTY

SECTION 6. COUNTY, subject to the limitations of Section 768.28, Florida Statutes, and decisions thereunder, shall be responsible for any claims, liabilities, or damages directed against COUNTY resulting from the alleged negligent acts or omissions of COUNTY, and/or its officers, employees, or agents. Nothing herein shall be construed as a waiver of COUNTY's sovereign immunity or as consent by COUNTY to be sued by third parties in any matter arising out of this Agreement.

SECTION 7. INSURANCE.

a. During the term of this Agreement, COUNTY agrees to maintain professional liability insurances of not less than \$100,000.00 for individual liability and \$200,000.00 for group liability. COUNTY agrees to present proof of said coverage to SKANSKA/SUPERCHANNEL upon request. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of any training until at least the date of termination under this Agreement.

b. COUNTY's compliance with this Section shall not constitute a limitation of liability or in any way limit or affect COUNTY's indemnification obligations under this Agreement. The foregoing insurance coverage shall be primary and non-contributing with respect

to any other insurance or self-insurance that may be maintained by either the property owner or SKANSKA/SUPERCHANNEL.

c. Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company providing insurance to COUNTY, or failure of any such insurance company to pay claims accruing, shall not reduce or eliminate COUNTY's obligations under this Agreement.

SECTION 8. COUNTY shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of public authorities applicable to its activities, including without limitation, all federal, state, and local safety regulations and Occupational Safety and Health Act "OSHA") requirements. Where any rules, regulations and practices are in conflict, COUNTY shall comply with the provision that is the most stringent

SECTION 9. COUNTY warrants that it and its Personnel have all current and valid licenses required by state and local laws for performing the type of activities covered by this Agreement and agrees to supply copies of those licenses to SKANSKA/SUPERCHANNEL upon request.

SECTION 10. SAFETY PRECAUTIONS AND PROCEDURES.

a. COUNTY shall take all necessary or required safety precautions with respect to its activities and the activities of its Personnel and shall comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons or property, including without limitation the requirements of OSHA and other governmental authorities and agencies

b. COUNTY shall provide all necessary or required protection, including without limitation the provision of employee training appropriate fall protection equipment to prevent damage, injury, or loss to all Personnel engaged in the training and all other persons who may be affected thereby and all property at the Property or adjacent thereto, including substructures.

c COUNTY shall immediately report any injury or death to SKANSKA/SUPERCHANNEL. COUNTY shall also immediately notify insurance carrier of any such injury or death and shall provide a copy of any investigation, report, or notification to SKANSKA/SUPERCHANNEL.

d. Notwithstanding anything to the contrary herein, in the event that SKANSKA/SUPERCHANNEL observes any violation by COUNTY or COUNTY's Personnel of their safe practices obligations under this Section, SKANSKA/SUPERCHANNEL may order the training stopped until the violation is corrected. If the violation is not corrected within a reasonable period of time after training is stopped, SKANSKA/SUPERCHANNEL may, in its sole discretion, declare COUNTY to be in default of this Agreement.

e COUNTY shall provide, and its Personnel shall use, approved safety and health equipment. COUNTY shall work in harmony with other individuals at the Property and shall be responsible for compliance with all safety rules and regulations under OSHA and other applicable statutes and ordinances related to the training.

SECTION 11. This Agreement constitutes the entire understanding between SKANSKA/SUPERCHANNEL and COUNTY with respect to the activities contemplated by this Agreement. All prior agreements or

understandings, whether oral or written, concerning the subject matter herein are superseded. This Agreement may be amended only by a written document executed by SKANSKA/SUPERCHANNEL and COUNTY.

SECTION 12. This Agreement shall be governed by the laws of the State of Florida

William T. Mills Jr.
Witness
William T. Mills Jr.
Print Name
James C. Johnson
Witness
James C. Johnson

SKANSKA, USA BUILDING, INC./
SUPERCHANNEL

By: [Signature]
JIM STEELMAN, Superintendent
Date: 07/26/07

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: [Signature]
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

Chris Johnson, Assistant Chief
EMS/Fire/Rescue

Cc: T. E. Stone, Director
Public Safety

Ann E. Colby, Assistant County Attorney
Ext. 7254

Date: July 24, 2007

Subject: Site Access Agreement

Attached is the Site Access Agreement with Skanska USA Building, Inc./SuperChannel which has been revised, in the interest of time, to contain language that reflects statutory limitations on the County's indemnification of Skanska and insurance limits which are in line with agreements of this nature.

Please review the insurance language with Risk Management prior to placing this item on the BCC Agenda.

AEC:jjr
Enc.: Site Access Agreement

Insurance
AL